

RESOLUTION NO.: 88- 2021
INTRODUCED BY: Mayor Roche and All of Council

A RESOLUTION ACCEPTING THE DONATION OF A CANINE CADET FROM RSS, LLC FOR USE BY THE DIVISION OF POLICE; AUTHORIZING THE MAYOR TO ENTER INTO A CANINE DONATION AGREEMENT WITH RSS, LLC; AND EXPRESSING APPRECIATION FOR THE DONATION.

WHEREAS, RSS, LLC, a dog trainer, has generously offered to donate to the City of Richmond Heights a canine cadet suitable for use by the Division of Police for community policing, under such terms and conditions as are set out in the Canine Donation Agreement attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The City of Richmond Heights acknowledges and accepts the canine donation for the purpose described above.

Section 2: The Mayor is authorized to enter into a Canine Donation Agreement substantially in the form set forth in Exhibit A and under in such legal form and correctness as is acceptable to the Director of Law.

Section 3: This Council and the Mayor express their sincere appreciation to RSS, LLC for its generous donation of the canine cadet to the City for the enhancement of community policing in the City of Richmond Heights.

Section 4: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED:


September 14, 2021


David H. Roche, Mayor

APPROVED:

September 14, 2021

ATTEST:


Betsy Traben
Clerk of Council

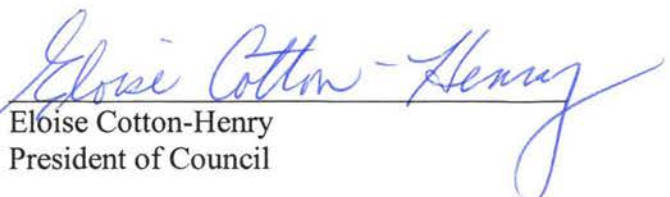

Eloise Cotton-Henry
President of Council

EXHIBIT A

CANINE DONATION AGREEMENT

This CANINE DONATION AGREEMENT ("Agreement") is made this ____ day of _____, 2021 ("Effective Date"), by and between RSS, LLC. an Ohio limited liability company ("Donor"), and the City of Richmond Heights, an Ohio municipal corporation ("Donee"), pursuant to Resolution No. _____-2021, passed by the Richmond Heights City Council on _____, 2021.

WITNESSETH:

WHEREAS, Donor is a dog trainer who owns a canine cadet suitable for use by Donee for community policing purposes;

WHEREAS, Donor wishes to donate said canine cadet to Donee for use by the Richmond Heights Division of Police for community policing purposes, and Donee wishes to accept the canine for said purposes.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

1. Agreement to Transfer Ownership of Canine

Donor shall transfer and convey ownership of the canine to Donee, the City of Richmond Heights, on the terms and conditions contained in this Agreement.

2. Consideration and Payment

Donor shall donate the canine as a gift to Donee in order to advance, encourage, and promote the civic development and public health, safety and general welfare of the City of Richmond Heights. Therefore, the total purchase price of the canine shall be zero dollars (\$0.00).

3. Tax Consequences

The fair market value of the canine shall serve as the basis for a tax deduction for Donor. Donor understands and acknowledges that Donee makes no other representations as to the tax consequences of the transaction as contemplated by this Agreement

4. Ownership Transfer Date

Donor shall deliver the canine to Donee at a location and a date mutually agreed upon by the parties but prior to _____, unless otherwise agreed to in writing by Donee and Donor.

5. Conditions of Ownership; Care of Dog

Donee shall utilize the canine for community policing purposes only, and be assigned to a single sworn police officer as its handler/caregiver. Upon transfer of ownership, the Richmond Heights Division of Police shall be responsible for and shall care for the safety and welfare of the dog. Donee will ensure that the dog will be spayed or neutered at an age appropriate time. Donee shall be prohibited from using the dog for any financial gain by Donee, its Division of Police or its police officer handler/caregiver. Upon the retirement of the dog's handler/caregiver from the Richmond Heights Division of Police, Donee may transfer ownership and continued care of the dog to that retired handler/caregiver.

6. Remedies for Default

Notwithstanding anything to the contrary herein contained, Donor and Donee hereby agree that in the event Donor defaults or fails to perform any of Donor's obligations under this Agreement, Donee shall elect, as its sole and exclusive remedy, either to (i) terminate this Agreement, in which event neither Donee nor Donor shall have any further obligation to the other under this Agreement, or (ii) demand specific performance of this Agreement.

Notwithstanding anything to the contrary herein contained, Donee and Donor hereby agree that in the event Donee defaults or fails to perform any of its obligations under this Agreement, Donor shall elect, as Donor's sole and exclusive remedy, to terminate this Agreement.

7. Notices

Any notice required or permitted to be given hereunder by the parties shall be delivered in person or served by certified or registered mail, return receipt requested, or sent via overnight carrier to the parties at the addresses as set forth below, unless different addresses are given by one party to the other:

As to Donor: RSS, LLC.

Attention: Rick Seyler, _____

As to Donee: City of Richmond Heights

26789 Highland Road
Richmond Heights, Ohio 44143
Attention: Thomas M. Wetzel, Chief of Police

Such notice shall be deemed effective upon receipt.

8. Miscellaneous

This Agreement contains a complete expression of the agreement between the parties as to the subject matter of the Agreement and there are no promises, representations, inducements or understandings, oral or otherwise, except as are provided or referenced herein.

This Agreement may not be amended or modified except by a writing signed by the parties hereto.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

If any provisions of this Agreement or the application thereof to any part or circumstances shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent of the law.

The paragraph headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.

This Agreement shall be interpreted according to the laws of the State of Ohio.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

(remainder of this page intentionally blank – signature page follows)

The parties hereto have signed and entered into this Agreement as of the dates set forth below.

DONOR:

RSS, LLC

By: _____
Rick Seyler, _____

Date: _____

DONEE:

CITY OF RICHMOND HEIGHTS, OHIO

By: _____
David H. Roche, *Mayor*

Date: _____

Approved for legal form:

R. Todd Hunt, Director of Law



RICHMOND HEIGHTS POLICE DEPARTMENT COMMUNITY POLICING K-9 PROGRAM

MAKING RELATIONSHIPS AND BUILDING FURTHER BRIDGES OF TRUST



Goal: Establish an innovative community policing K-9 unit. Community policing focus only. Not traditional law enforcement application. Dog will NOT be trained for bite or drug detection. Will have formal title of Community Policing K-9

Planned roles done over a course of time:

- **Service/therapy dog application:** K-9 would provide a friendly and approachable outlet for crime victims especially children, recovering addicts, UHRH patients, Veterans in crisis.
- **Officer wellness:** Connection to officers – station dog similar to dalmatians in a fire station.
- **School Outreach:** Youth outreach benefit, regularly visit our schools
- **Senior Homes outreach:** Regularly visit patients in our three nursing homes.
- **Public relations:** Attend city events, i.e. Fall Fun Fest
- **General community Outreach:** Officer Friendly Police mascot
- **Track missing persons:** Youth, elderly with dementia, those in mental health crisis, Autism Spectrum. Train and certify at a later time.





PARTICULARS



K-9: Rick Seyler of RSS, Inc. in generously donation the Canine Cadet as well as FREE consultation and support for the K-9

Handler: Lt. Denise DeBiase. Long commitment to community policing, day shift assignment, Husband was a former K-9 handler and lived with a police K-9, strong familiarity with the process.

Veterinarian care: Hillcrest Hospital will offer services at **half price**. Lt. DeBiase agreed to **pay other half**. May also check for a second vet for FULL service at no cost.

Food, Toys, Treats: K9 Kingdom/CC Cub Board Pet Food Pantry will **donate** food, toys, and treats.

Vehicle Transport: No need for vehicle upfitting or additional cruiser due to strict community policing application. ***Any available cruiser can be used for transport when on duty.*** Use of dog harness while travelling. Lt. DeBiase will be purchasing and donating for the K-9.

Training: Initial ***socialization/behavioral imprint training*** done by Rick Seyler, the K-9 donor. Other certifications will be phased in with time to include the area search function. Lt. DeBiase will continue other related training.

Some potential costs/funding:

Significantly less equipment needs than traditional K-9. Will need to purchase a crate for Lt. DeBiase's home, possible cost of \$150/250.00.

Labor contract provides 5 hours OT for K-9 handler. This is for the 24/7 care of the dog, i.e. housing, feeding, grooming. To help control costs, Lt. DeBiase is willing to take as equivalent comp time.

Certification fees, i.e. area search certification fee was \$35.00. May eventually become a member of a search and rescue team.

City K-9 has funds for ancillary items or needs available. Current K-9 BOLT is relatively new and well equipped for a while.

Further savings:

Rick Seyler will be donating a lead line and a man made duty harness. He will also be available for FREE consultation and support.

Lt. DeBiase will purchase (personally donate) bedding and vehicle harness.





BENEFITS



Low cost project with the potential for a million dollar return:

- Stronger police-citizen relationships
- Build further bridges of trust
- Smiles to members of our community
- Outstanding potential with our Youth Outreach efforts



Other benefits:

Officer wellness potential is high. Station dog while Lt. DeBiase on duty. Similar to Fire Station dalmatian.

Low operational costs.

Low liability as dog will NOT be bite trained and NOT trained for drug detection. Will NOT be involved in arrests or traditional law enforcement applications.

Officer FRIENDLY K-9.

What you expect from a department striving to be a **Gold standard**

Thank you for your consideration on this cost effective community policing project. Chief Wetzel

